

0-355A030

830.00

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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December 21, 1990

DEC 21 11 58 AM '90
MOTOR OPERATING UNIT

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 16112-B
FILED 1990

DEC 21 1990 -12 00 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and three counterparts of a Lease Agreement of Railroad Equipment Termination, dated as of December 21, 1990, between General Electric Capital Corporation ("Lessor") and Chicago, Central & Pacific Railroad Company ("Lessee"), a secondary document, relating to and completely terminating the Lease Agreement of Railroad Equipment, dated as of December 22, 1988, between Lessor and Lessee, a primary document, recorded under Recordation No. 16112, as amended by Amendment No. 1, dated as of March 9, 1990, between Lessor and Lessee, recorded under Recordation No. 16112-A.

It is my understanding that the recordation number to be assigned to this new document, as described in the proceeding paragraph, will be: 16112-B.

The names and addresses of the parties to the enclosed Lease Agreement of Railroad Equipment Termination are as follows:

LESSEE: Chicago, Central & Pacific Railroad Company
1006 East 4th Street
Waterloo, Iowa 50704

LESSOR: General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06905

Counterparts - J.W. Maser

DONELAN, CLEARY, WOOD & MASER, P. C.
Honorable Sidney L. Strickland, Jr.
December 21, 1990
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Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Lease Agreement of Railroad Equipment Termination, dated as of December 21, 1990, between General Electric Capital Corporation ("Lessor") and Chicago, Central & Pacific Railroad Company ("Lessee"), relating to and completely terminating and cancelling the Lease Agreement of Railroad Equipment, dated as of December 22, 1988, between Lessor and Lessee, and recorded under Recordation No. 16112, as amended by Amendment No. 1, dated as of March 9, 1990, between Lessor and Lessee, and recorded under Recordation No. 16112-A, covering all of the locomotives placed under the lease, as amended.

Respectfully submitted,

By 
John K. Maser III
Attorney-In-Fact

004/207-HD-#1
Enclosure
286-6

16112-B
RECORDATION NO. 16112-B
FILED 1423

DEC 21 1990 -12 00 PM

INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT AGREEMENT TERMINATION

This Agreement, dated December 21, 1990, terminates the Lease of Railroad Equipment Agreement, dated December 22, 1988 and amended by Amendment No. 1, dated as of March 9, 1990 (the "Lease"), between Chicago, Central & Pacific Railroad Company (the "Lessee"), a Delaware corporation, and General Electric Capital Corporation (the "Lessor"), a New York corporation with respect to the Equipment referred to in the Lease (hereinafter referred to as the "Equipment"). This Lease of Railroad Equipment Agreement Termination means that now the Lease is terminated as to all Equipment placed under the Lease.

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on December 28, 1988 at 1:45 p.m. Recordation No. 16112, and as amended by Amendment No. 1, as recorded on March 11, 1990, recordation No. 16112-A.

WHEREAS, the parties hereto desire to terminate and cancel the Lease with respect to the Equipment and to record this termination and cancellation.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, the Lessee and the Lessor agree as follows:

1. The Lessee and the Lessor hereby terminate and cancel the Lease, effective December 21, 1990 with respect to the Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Equipment constituted by the Lease.
3. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessee and the Lessor have each caused this Lease of Railroad Equipment Agreement Termination to be duly executed by their authorized officers as of the day and year first above written.

CHICAGO, CENTRAL & PACIFIC
RAILROAD COMPANY

Attest: Shirley Austin

By: Donald H. Hood
Title: Chairman & Chief
Executive Officer

GENERAL ELECTRIC CAPITAL
CORPORATION

Attest: _____

By: _____
Title: Manager - Operations

IN WITNESS WHEREOF, the Lessee and the Lessor have each caused this Lease of Railroad Equipment Agreement Termination to be duly executed by their authorized officers as of the day and year first above written.

CHICAGO, CENTRAL & PACIFIC
RAILROAD COMPANY

Attest: _____

By: _____
Title: Chairman & Chief
Executive Officer

GENERAL ELECTRIC CAPITAL
CORPORATION

Attest: Maure Skully

By: John F. Sullivan
Title: Manager - Operations

ACKNOWLEDGEMENTS

STATE OF IOWA)
) SS
COUNTY OF BLACKHAWK)

On this 20th day of December, 1990, before me, a Notary Public in the state of Iowa, personally appeared Donald R. Wood, Jr., to me personally known, who being by me duly sworn did say that he is Chairman and Chief Executive Officer of said corporation, Chicago, Central & Pacific Railroad Company, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Karen K. Schumaker
Notary Public
My Commission Expires: 9-26-93

(SEAL)

ACKNOWLEDGEMENTS

STATE OF CONNECTICUT)
) SS
COUNTY OF FAIRFIELD)

On this 19 day of December, 1990, before me, a Notary Public in the state of Connecticut, personally appeared John L. Sullivan, sworn did say that he is Manager - Operations of said corporation, General Electric Capital Corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Anna Marie Delchunt.
Notary Public
My Commission expires:

(SEAL)

ANNA MARIE DELAHUNT
NOTARY PUBLIC
COMMISSION EXPIRES MARCH 31, 1995